

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

Case No. _____

**MICHAEL J. FITZGERALD,
Individually,**

Plaintiff,

v.

RONDA MCNAE, individually,

Defendant.

_____ /

COMPLAINT FOR BREACH OF SETTLEMENT AGREEMENT

Plaintiff, MICHAEL J. FITZGERALD (“Fitzgerald” or “Plaintiff”), files this Complaint against Defendant, RONDA MCNAE (“McNae” or “Defendant”), and alleges:

1. This is an action for damages arising out of Defendant’s breach of a confidential settlement agreement (the “Confidential Settlement Agreement”) with Plaintiff Fitzgerald.

PARTIES

2. Plaintiff Fitzgerald is an individual of United Kingdom nationality who is domiciled in Miami-Dade County, Florida.

3. Defendant McNae is an individual of United States nationality who is domiciled in Washington State. McNae is a social media influencer and internet blogger, who has a tens of thousands of followers on her Instagram account and other social media accounts.

JURISDICTION AND VENUE

4. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332, as this is an action between citizens of different States and the amount in

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controversy exceeds \$75,000.

5. This Court has personal jurisdiction over McNae because she was involved with the underlying acts that are the subject matter of the Confidential Settlement Agreement in this District, she has general and specific contacts within this District, is amenable to personal jurisdiction in this district, and she entered into the Confidential Settlement Agreement in Miami-Dade County, Florida, which agreement had a Florida choice of law provision and an exclusive Miami-Dade County venue provision. Furthermore, this Court has personal jurisdiction over McNae in that McNae flew to Miami, Florida and attempted to bring criminal charges in Miami, Florida against Fitzgerald.

6. Venue in this district is proper under 28 U.S.C. § 1391, because the underlying events related to the Confidential Settlement Agreement occurred in the Southern District of Florida, and McNae agreed in the Confidential Settlement Agreement that the Southern District of Florida was the exclusive venue for disputes arising out of the agreement. Furthermore, Venue is appropriate in that McNae flew to Miami, Florida and attempted to bring criminal charges in Miami, Florida against Fitzgerald.

7. The Plaintiff has retained the law firm Assouline & Berlowe, P.A., and has agreed to pay the firm its reasonable attorneys' fees for representing the Plaintiff in this action.

8. All conditions precedent to the maintenance of this action have occurred, have been performed, or have been waived.

FACTS

9. After having negotiated their underlying dispute, Fitzgerald and McNae, both with the aid of qualified attorneys, entered into a Confidential Settlement Agreement on or about June 15, 2020.

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10. In accordance with the Confidential Settlement Agreement, McNae and Fitzgerald were required to keep the terms and conditions of the Confidential Settlement Agreement confidential. *See Confidential Settlement Agreement, Paragraph 16.*

11. In accordance with the Confidential Settlement Agreement, McNae was to have no contact with Fitzgerald's employer. *See Confidential Settlement Agreement, Paragraph 4B.*

12. In accordance with the Confidential Settlement Agreement, McNae was not supposed to speak or write about Fitzgerald, his nationality, his employer, his country of citizenship, his location of residence, his employer, his job function, his job title, his profession, or reference dates, locations or other persons present at any of the events related to the underlying dispute. *See Confidential Settlement Agreement, Paragraph 4A.*

13. Under the Confidential Settlement Agreement, Fitzgerald paid a sum of money, and Fitzgerald and McNae each released claims against one another. *See Confidential Settlement Agreement, Paragraphs 3 and 13.*

14. Under the Confidential Settlement Agreement, McNae and Fitzgerald agreed not to disparage each other. *. See Confidential Settlement Agreement, Paragraph 17.*

15. McNae has breached several provisions of the Confidential Settlement Agreement, and is threatening future breaches of the Confidential Settlement Agreement.

16. Plaintiff has hired the undersigned law firm to prosecute its claim and is obligated to pay it a reasonable fee for its services. Pursuant to Paragraph 23 of the Confidential Settlement Agreement, Plaintiff is entitled to be reimbursed for his attorneys' fees and all costs incurred relating to said enforcement.

COUNT I – BREACH OF THE SETTLEMENT AGREEMENT

17. Plaintiff Fitzgerald adopts by reference, as if set out fully and completely in this

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Count, Paragraphs 1-16 of this Complaint.

18. The Confidential Settlement Agreement is a binding contract under Florida law.

19. Defendant McNae breached the Confidential Settlement Agreement by:

A. Contacting Fitzgerald's employer.

B. Disclosing the terms and conditions of the Confidential Settlement Agreement to Fitzgerald's employer.

C. Contacting McNae's husband's employer about the Confidential Settlement Agreement and the underlying dispute.

D. Disclosing its terms and conditions of the Confidential Settlement Agreement her husband's employer.

E. Disparaging Fitzgerald by wrongfully and falsely accusing him of a crime to others.

F. Disclosing the terms and conditions to of the Confidential Settlement Agreement on her Instagram account to her tens of thousands of followers.

G. Disclosing the terms and conditions of the Confidential Settlement Agreement on her Instagram account.

H. Disclosing the terms and conditions of the Confidential Settlement Agreement on her Medium.com blog account.

I. Disparaging Fitzgerald by wrongfully and falsely accusing him of a crime to others on her Instagram account.

J. Disparaging Fitzgerald by wrongfully and falsely accusing him of a crime to others on her Medium.com blog account.

20. Defendant McNae has threatened and continues to threaten future breaches of the

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Confidential Settlement Agreement.

21. Plaintiff has been damaged by Defendants' breach of the Confidential Settlement Agreement.

22. Pursuant to Section 23 of the Confidential Settlement Agreement, Plaintiff is entitled to be reimbursed for his attorneys' fees and costs.

WHEREFORE, Plaintiff demands (i) judgment against Defendant, for compensatory damages in the amount in excess of the jurisdictional limits of this Court, plus post-judgment interest, and continuing until paid in full, attorneys' fees and costs, (ii) a temporary restraining order, preliminary injunction, and permanent injunction to prevent future threatened breaches of the Confidential Settlement Agreement, and (iii) such other relief as is deemed just and proper.

Date: July 14, 2022

Respectfully submitted,

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